

REMARKS

Examiner Interview

Applicant thanks the Examiner for the courtesy of the telephone interview on May 5, 2008 in which the prior art Tjong and Asai were discussed without agreement. Agreement was reached as to the §112 and §101 rejections, and Applicant stipulates that the amendments made in this response are the amendments discussed during the interview.

Amendments

Amendments to the Claims

Applicant has amended the claims to more particularly point out what Applicant regards as the invention, in particular to the establishing and closing of the client-server based connection. No new matter has been added as a result of these amendments. Support for the amendments may be found at least in paragraph 15 on page 5 of the application as originally filed. Claims 1, 2, 4, 6, 8-14, 16, and 18 have been amended. Claim 2 has been canceled without prejudice. No claims have been added.

Objections

Objections to the Specification

The Examiner objected to the disclosure because of the following informalities: In numerous places the term "VI" is recited without being properly defined. Applicant respectfully directs the Examiner's attention to paragraphs 4 and 5 on pages 1 and 2 of the application as originally filed. Paragraphs 4 and 5 define the term "VI" as the "Virtual Interface (VI) protocol." Subsequent use of the term "VI" is consistent with this definition. Accordingly, the term "VI" is properly defined by the disclosure.

Objections to the Claims

The Examiner objected to claims 4, 5, 10, 11, 16 and 17 as containing informalities. To further prosecution, Applicant has amended 4, 10, and 16 to define the

term FC-VI as discussed in the May 5, 2008 interview. Applicant respectfully submits that the amendments cure the informalities and requests that the Examiner withdraw the objections.

Rejections under 35 U.S.C. § 112, second paragraph

Claims 8-19

Claims 8-19 stand rejected under 35 U.S.C. § 112, second paragraph as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. To further prosecution, Applicant has amended independent claims 8, 10, and 12 to claim executing instructions on a processor which cause the processor to perform a method. Thus, independent claims point out and distinctly claim the subject matter which the Applicant regards as the invention. Accordingly, claims 8-19 are definite and the Applicant respectfully requests that the Examiner withdraw the rejections under 35 U.S.C. § 112, second paragraph.

Rejections under 35 U.S.C. § 101

Claims 8-13

Claims 8-13 stands rejected under 35 U.S.C. § 101 because the claimed invention is directed to non-statutory subject matter. Applicant has amended independent claims 8, 10, and 13 to claim a computer readable storage medium having stored thereon a sequence of instructions. Thus, the claimed storage medium cannot be interpreted as covering a carrier wave. Accordingly, Applicant respectfully submits that the invention as claimed in claims 8-13 are directed to statutory subject matter and respectfully request the withdrawal of the rejection of the claims under 35 U.S.C. § 101.

Rejections under 35 U.S.C. § 103

Claims 1-3, 6-9, 12-15, 18 and 19

Claims 1-3, 6-9, 12-15, 18 and 19 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Tjong, U.S. Patent 7,213,044 in view of Asai, U.S. Publication 2003/0225831.

Tjong and Asai both teach peer to peer systems formed through peer to peer connections. In both references, peer to peer connections are created using a peer to peer connection protocol. Asai expressly states that its content sharing system is a peer-to-peer system. (Asai, paragraph 44). Tjong also expressly states that the data communication system is configured to link using a point-to-point data communication link. (Tjong, col. 4, ll. 47-56). Applicant respectfully submits that the language of both references should be interpreted as teaching that the peer-to-peer connections are established using a fully implemented peer-to-peer connection protocol.

Claims 1, 6, 8, 12, 14, and 18, as amended, claim establishing an initial connection between two nodes based on a client-server protocol. The initial connection is used to establish a point-to-point connection between the two nodes. After the point-to-point connection is established, the initial connection is closed.

In contrast, the invention as claimed establishes a point-to-point connection using an initial connection based solely on a predefined client-server connection protocol, rather than a predefined point-to-point protocol. It is well known in that art that a client-server connection protocol is much simpler to implement than a peer-to-peer connection protocol because the client-server connection protocol has a simpler state machine. This initial connection is subsequently closed, leaving the point-to-point connection, which has been established without using a point-to-point connection protocol. Thus, while both Tjong and Asai rely upon a point-to-point connection protocol to establish point-to-point connections, the invention as claimed does not. Accordingly, neither Tjong nor Asai teach or suggest establishing a point-to-point connection using only an initial connection based on a client-server protocol.

Because neither Tjong nor Asai, teach or suggest establishing a point-to-point connection using only an initial connection based on a client-server protocol as claimed in claims 1, 6, 8, 12, 14, and 18, the combination cannot be properly interpreted as disclosing the claimed element.

Therefore, the combination cannot render obvious Applicant's invention as claimed in claims 1, 6, 8, 12, 14, and 18, and Applicant respectfully requests the withdrawal of the rejection of the claims under 35 U.S.C. § 103(a) over the combination.

Rejections under 35 U.S.C. § 103

Claims 4, 5, 10, 11, 16, and 17

Claims 4, 5, 10, 11, 16, and 17 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Tjong, U.S. Patent 7,213,044 in view of Asai, U.S. Publication 2003/0225831 and further in view of “Fibre Channel Virtual Interface (FC-VI) Rev. 1.6”, (FC-VI Rev. 1.6).

FC-VI Rev. 1.6 teaches connections between FC-VI ports.

Claims 4, 10, and 16 claim establishing an initial link between two FC-VI ports using a client-server connection protocol. A peer-to-peer connection is established using only the initial connection. After the peer-to-peer connection is established, the initial connection is closed.

As argued above, Tjong and Asai do not teach or suggest establishing a peer-to-peer connection using only an initial connection based on a client-server connection protocol. FC-VI Rev. 1.6 also does not teach the claimed limitation.

Because neither Tjong, Asai nor FC-VI Rev. 1.6 teaches or suggests establishing a peer-to-peer connection using only an initial connection based on a client-server connection protocol as claimed in claims 4, 10, and 16, the combination cannot be properly interpreted as disclosing the claimed element.

Therefore, the combination cannot render obvious Applicant's invention as claimed in claims 4, 10, and 16, and Applicant respectfully requests the withdrawal of the rejection of the claims under 35 U.S.C. § 103(a) over the combination.

SUMMARY

Claims 1-19 are currently pending. In view of the foregoing amendments and remarks, Applicant respectfully submits that the pending claims are in condition for allowance.

If the Examiner determines the prompt allowance of these claims could be facilitated by a telephone conference, the Examiner is invited to contact Joe Sosinski at (408) 720-8300 x7585.

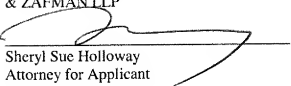
Deposit Account Authorization

Authorization is hereby given to charge our Deposit Account No. 02-2666 for any charges that may be due. Furthermore, if an extension is required, then Applicant hereby requests such extension.

Respectfully submitted,

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